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16 Attorneys for Plaintiff
17 PATAGONIA, INC.

18
19 **UNITED STATES DISTRICT COURT**
20 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**
21 **WESTERN DIVISION – LOS ANGELES**

22 PATAGONIA, INC.,

23 Plaintiff,

24 v.

25 [REDACTED]
26 [REDACTED]
27 [REDACTED]
28 [REDACTED]
[REDACTED] and

DOES 1–10,

Defendants.

Case No. 2:25-cv-03283

**COMPLAINT FOR
COUNTERFEITING,
TRADEMARK INFRINGEMENT,
UNFAIR COMPETITION,
DILUTION, AND COPYRIGHT
INFRINGEMENT**

JURY TRIAL DEMAND

**REDACTED VERSION OF
DOCUMENT PROPOSED TO BE
FILED UNDER SEAL**

25 This lawsuit is necessary to stop a widespread, opportunistic counterfeiting
26 ring operated by Defendants [REDACTED]
27 [REDACTED] Defendants use [REDACTED]
28 [REDACTED] to hide their illegal conduct from authorities and brand owners to

1 market their counterfeit products [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]) and collect
6 substantial profits by deceiving customers and free-riding on Patagonia, Inc.'s
7 ("Patagonia") reputation and brand.

8 In order to stop this systematic and widespread counterfeiting scheme,
9 Patagonia alleges as follows:

10 **PARTIES, JURISDICTION, AND VENUE**

11 1. Patagonia is a California corporation headquartered at 259 West Santa
12 Clara Street, Ventura, California 93001. Patagonia has been designing, developing,
13 and marketing clothing for more than fifty years. Today, Patagonia and the
14 PATAGONIA brand are famous around the world for innovative apparel designs,
15 quality products, and environmental and corporate responsibility.

16 2. Defendant [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
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23 [REDACTED]
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[REDACTED]

12. Defendant [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

13. Patagonia is informed and believes that Does 1–10 are unknown individuals and/or entities who participated in the promoting, offering, importing, and selling of counterfeit Patagonia products.

14. The Defendants collectively are referred to as “Defendants” and each knowingly acted in concert with and conspired with the others in connection with all relevant conduct alleged in this Complaint.

15. Patagonia’s counterfeiting and trademark claims arise under the Trademark Act of 1946 (the Lanham Act), as amended by the Trademark Dilution Revision Act of 2006 (15 U.S.C. §§ 1051, *et seq.*). Patagonia’s claims for copyright infringement arise under the United States Copyright Act (17 U.S.C. §§ 101, *et seq.*). This Court has jurisdiction over such claims pursuant to 28 U.S.C. §§ 1338(a) and 1338(b) (trademark and unfair competition), 17 U.S.C. § 501 (copyright), 28 U.S.C. § 1331 (federal question), and 15 U.S.C. § 1121 (Lanham Act). This Court has jurisdiction over the state law claims under 28 U.S.C. § 1367 (supplemental jurisdiction).

16. This Court has personal jurisdiction over Defendants because Defendants have purposefully availed themselves of the privilege of doing business in California and this district.

17. Venue is proper in this Court under 28 U.S.C. §§ 1391 and 1400(a)

1 because a substantial part of the events giving rise to the claims asserted arose in
2 this district (including promoting and selling products to consumers in the district.)
3 Defendants sell and ship counterfeit products to customers in this district and
4 promote their products to purchasers in this district through [REDACTED]
5 [REDACTED] and [REDACTED] which are all accessible to residents of this
6 district.

7 **FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS**

8 **Patagonia's History**

9 18. Patagonia was founded in the early 1970s to design and sell climbing
10 clothes and other active sportswear. The company adopted the brand
11 "PATAGONIA" to differentiate a related business that designed and manufactured
12 climbing gear and tools. Since at least 1973, the PATAGONIA brand has appeared
13 on a multi-colored label inspired by a silhouette of the jagged peaks of the Mt. Fitz
14 Roy skyline (the "P-6 logo").


15 19. In the more than fifty years since Patagonia's business started, the
16 PATAGONIA brand and P-6 logo have become among the most identifiable brands
17 in the world. Patagonia's products now include a wide range of high-quality
18 apparel, accessories, and equipment, including T shirts, hoodies, sweatshirts, and
19 fleece, as well as technical products designed for climbing, skiing and
20 snowboarding, surfing, fly fishing, and trail running, which are sold around the
21 world.

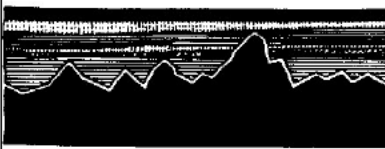

22 20. Over the years, Patagonia has been recognized and honored for its
23 business initiatives, including receiving the Sustainable Business Counsel's first
24 "Lifetime Achievement Award." In 1996, with an increased awareness of the
25 dangers of pesticide use and synthetic fertilizers used in conventional cotton
26 growing, Patagonia began the exclusive use of organically grown cotton and has
27 continued that use for more than twenty years. Patagonia was a founding member
28 of the Fair Labor Association®, which is an independent multi-stakeholder

verification and training organization that audits apparel factories. Additionally, since 1985 Patagonia has pledged 1% of sales to environmental groups to preserve and restore our natural environment, donating more than \$140 million to date. In 2002, Patagonia's founder, Yvon Chouinard, along with others, created a non-profit called 1% For the Planet® to encourage other businesses to do the same. Today, more than 1,200 member companies donate to more than 3,300 nonprofits through 1% For the Planet. In 2012, Patagonia became one of California's first registered Benefit Corporations, ensuring Patagonia could codify into its corporate charter consideration of its workers, community, and the environment. In 2022, Patagonia's owners donated their holdings in the company to a Purpose Trust and nonprofits dedicated to fighting the environmental crisis and defending nature.

Patagonia's Trademarks

21. Patagonia owns numerous registrations for its distinctive P-6 logo and PATAGONIA trademarks, covering a wide-ranging assortment of products. Among these are the following U.S. trademark registrations:

Trademark	Reg. No. / Reg. Date	Goods	Date of First Use
PATAGONIA	1189402 / Feb. 9, 1982	Men's and Women's Clothing-Namely, Sweaters, Rugby Shirts, Walking Shorts, Trousers, Jackets, Mittens, Hoods and Rainwear	08/1974
	1294523 / Sept. 11, 1984	Men's, Women's and Children's Clothing-Namely, Jackets, Pants, Vests, Gloves, Pullovers, Cardigans, Socks, Sweaters, Underwear, Shirts, Shorts, Skirts and Belts	08/1974- 1981

Trademark	Reg. No. / Reg. Date	Goods	Date of First Use
	1547469 / July 11, 1989	Men's, Women's and Children's Clothing- Namely, Jackets, Pants, Shirts, Sweaters, Vests, Skirts, Underwear Tops and Bottoms, Socks, Gloves, Mittens, Hats, Face Masks, Balaclava, Gaiters, Suspenders, and Belts	08/1974-1981
	1775623 / June 8, 1993	Luggage back packs, and all-purpose sports bags	08/1988
PATAGONIA	1811334 / Dec. 14, 1993	Luggage, back packs, fanny packs and all-purpose sport bags, footwear, ski bags and ski gloves	08/1990
PATAGONIA	2260188 / July 13, 1999	Computerized on-line ordering activities in the field of clothing and accessories; Providing information in the field of technical clothing and accessories for use in recreational, sporting and leisure activities; providing information in the field of existing and evolving environmental issues	10/1995
PATAGONIA	2662619 / Dec. 17, 2002	Retail store services featuring clothing, footwear, luggage and a wide variety of sporting goods and accessories	06/1986
PATAGONIA	5491401 / June 12, 2018	Reusable bottles sold empty; insulated containers for food or beverage for domestic use; cups, mugs and growlers	09/2014
PATAGONIA	5561006 / Sept. 11, 2018	Stickers; paper banners; fiction and non-fiction books on a variety of topics; posters; non-magnetically encoded gift cards; photographs	12/1991

1 These registrations for the PATAGONIA mark and logos are in full force and effect.
2 The registrations have become incontestable under 15 U.S.C. § 1065. A color
3 image of the P-6 logo follows:



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10 Collectively, these marks, Patagonia's other registered trademarks for the
11 PATAGONIA mark and P-6 logo, and its common law marks for the PATAGONIA
12 mark and P-6 logo are referred to as the "PATAGONIA trademarks." Patagonia
13 also owns a registered copyright (Registration No. VA 1-801-788) for the P-6 logo.

14 22. The PATAGONIA trademarks are distinctive, arbitrary and fanciful,
15 entitled to the broadest scope of protection, and certain of the PATAGONIA
16 trademarks are registered worldwide.

17 23. For many years prior to the events giving rise to this Complaint and
18 continuing to the present, Patagonia annually has spent enormous amounts of time,
19 money, and effort advertising and promoting the products on which its
20 PATAGONIA trademarks are used. PATAGONIA brand products are advertised in
21 a variety of contexts and media, including in print and on the Internet. In addition to
22 advertising by Patagonia, consumers learn of the brand through "earned media"
23 because Patagonia is often in the news or social media platforms for its
24 environmental advocacy. The PATAGONIA trademarks are also advertised and
25 promoted and presented at point of sale by numerous retailers. Consumers,
26 accordingly, are exposed to the PATAGONIA trademarks in a wide range of
27 shopping and post-sale contexts.

28 24. Patagonia has sold its PATAGONIA brand products all over the world

1 and throughout the United States, including California. Through its promotion and
2 investment in its brand and extensive sales, publicity, awards, and leadership in
3 sustainable sourcing practices, Patagonia has acquired enormous goodwill in its
4 PATAGONIA trademarks. The PATAGONIA trademarks are famous within the
5 meaning of the Trademark Dilution Revision Act, enjoy strong consumer
6 recognition, and are recognized around the world and throughout the United States
7 by consumers as signifying high-quality products made by a responsible company.

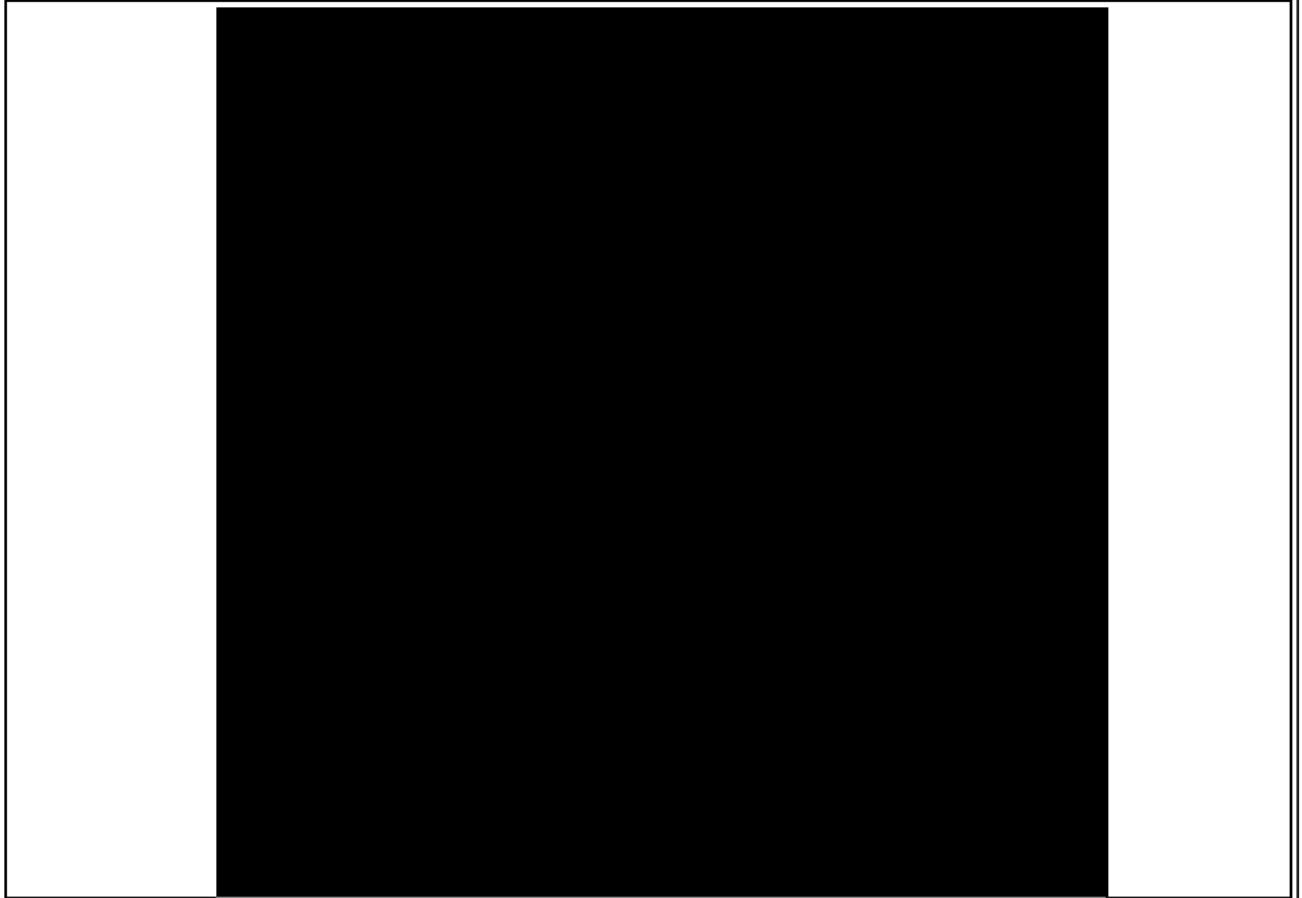
8 **Defendants' Promotion and Sale of Counterfeit Products**

9 25. In blatant disregard of Patagonia's rights in the PATAGONIA
10 trademarks—and without authorization from Patagonia—Defendants have conspired
11 together to engage in a widespread counterfeiting operation through which they
12 import, promote, offer for sale, and sell counterfeit Patagonia products, including
13 apparel, bags, and other accessories, bearing one or more reproductions of
14 Patagonia's federally registered PATAGONIA trademarks (the "Counterfeit
15 Products").

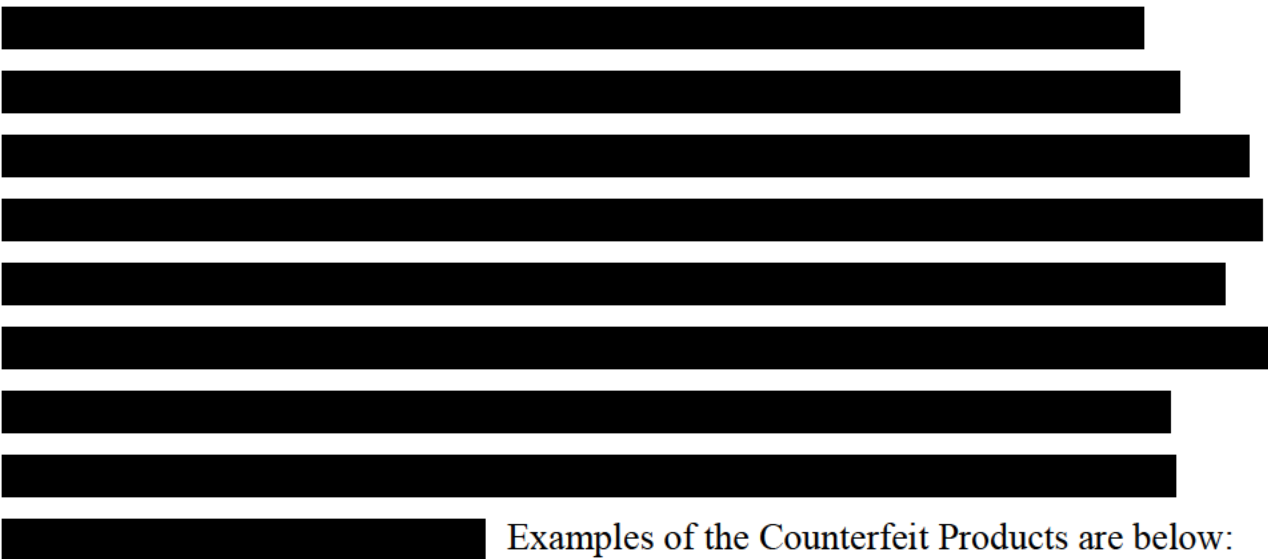
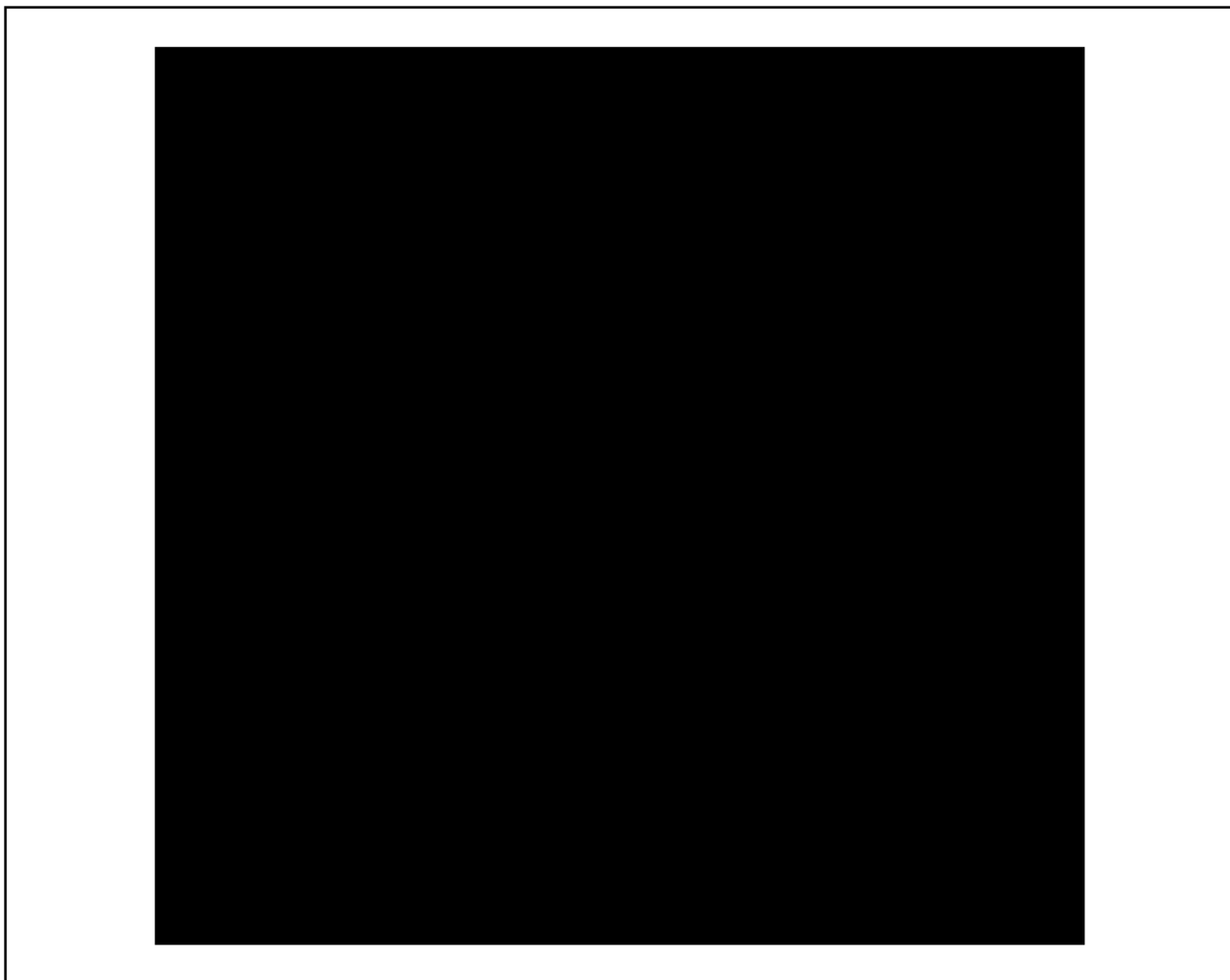
16 26. Patagonia's investigation revealed that Defendants utilize at least [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED] Patagonia is informed and believes that Defendants may use
20 [REDACTED] that are unknown to Patagonia at this time.

21 27. Defendant [REDACTED]
22 [REDACTED]
23 [REDACTED]
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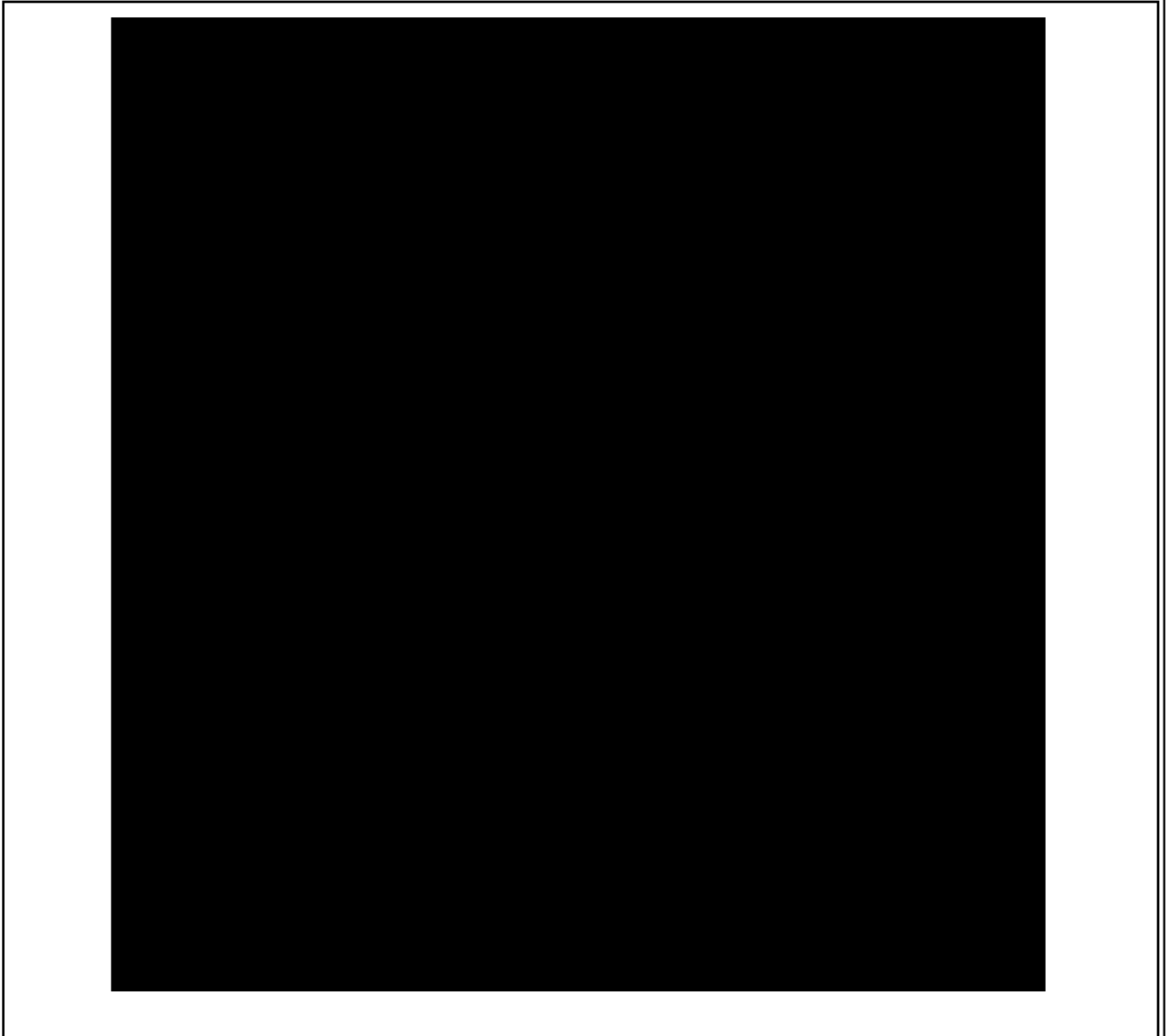
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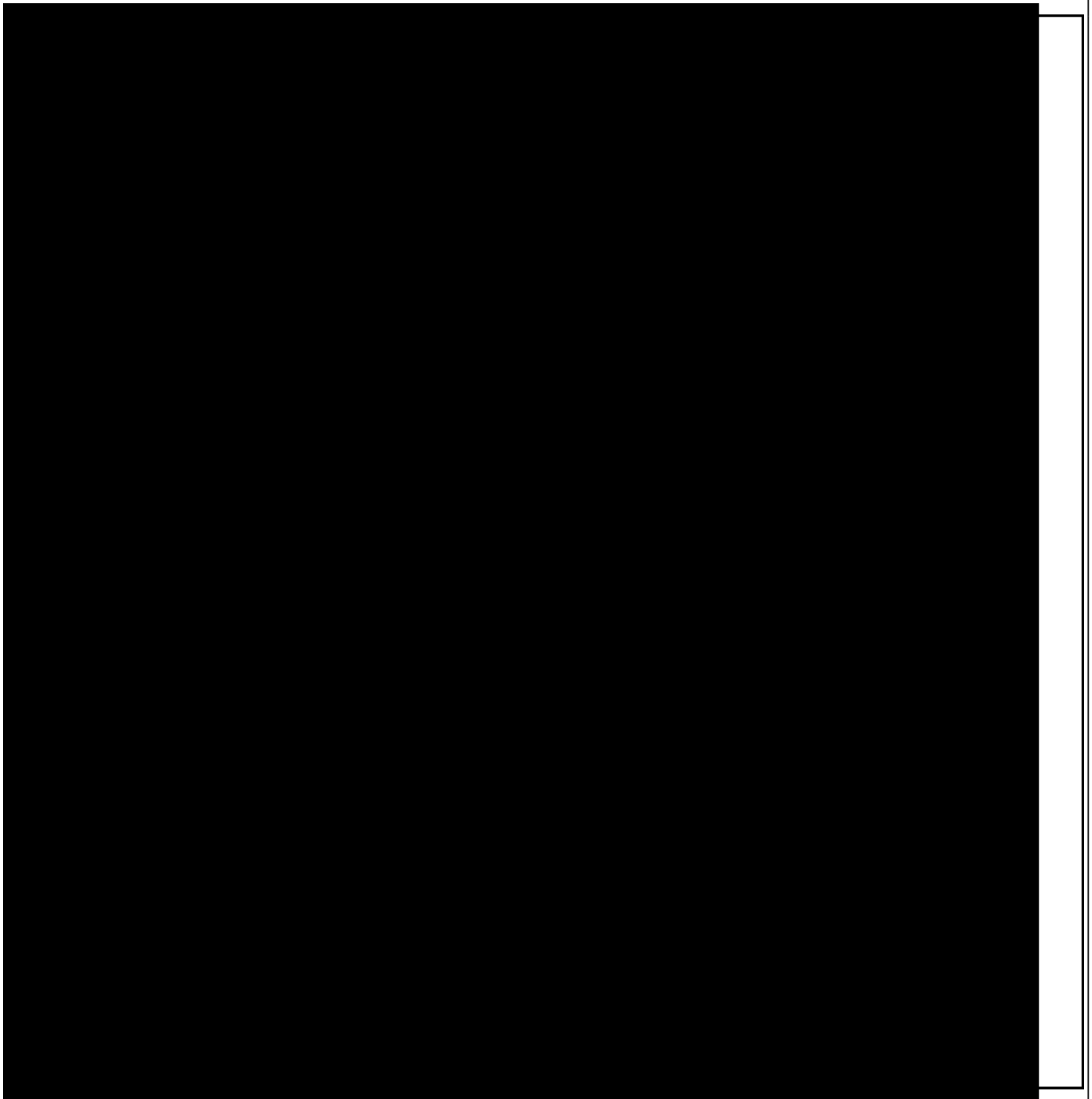
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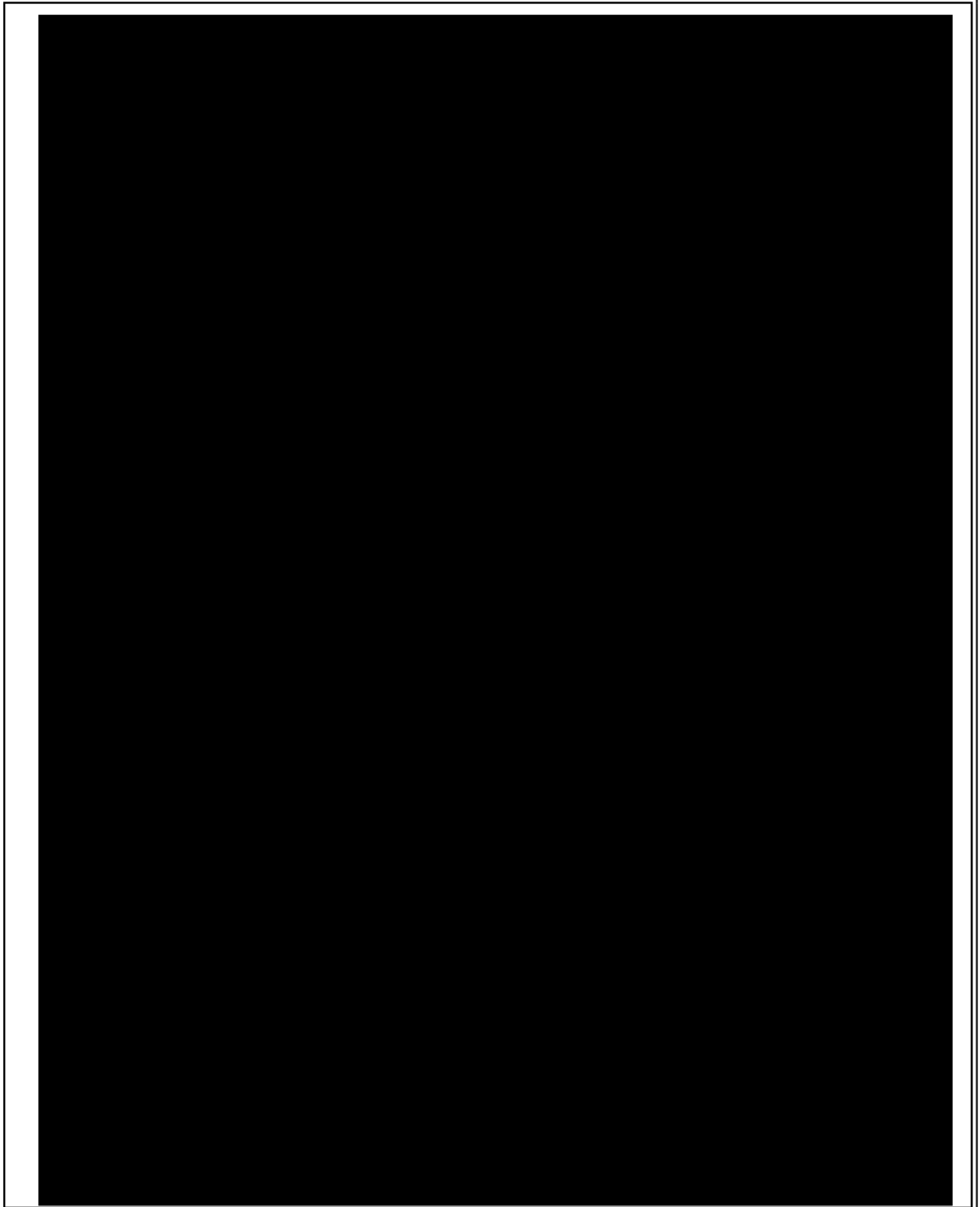
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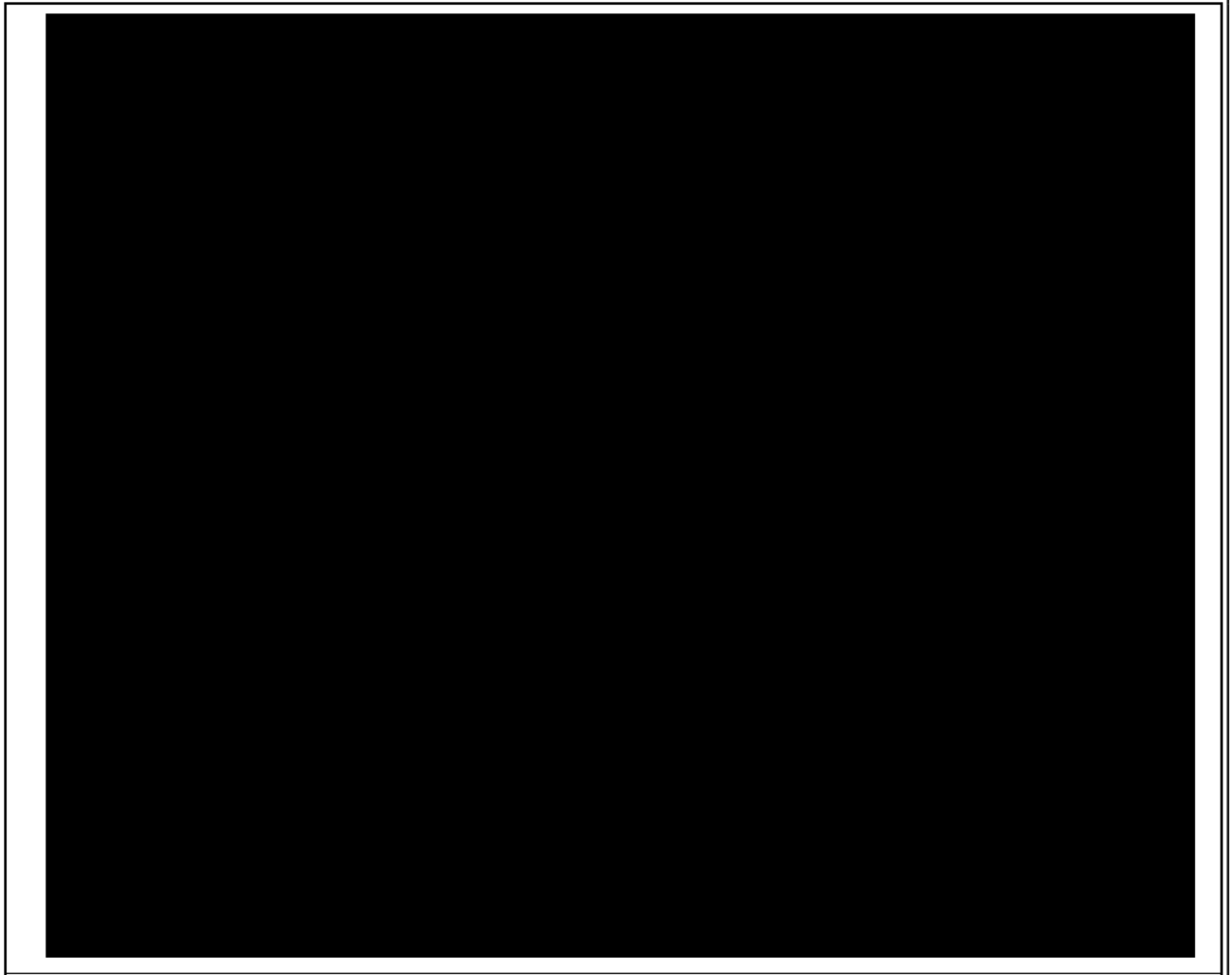
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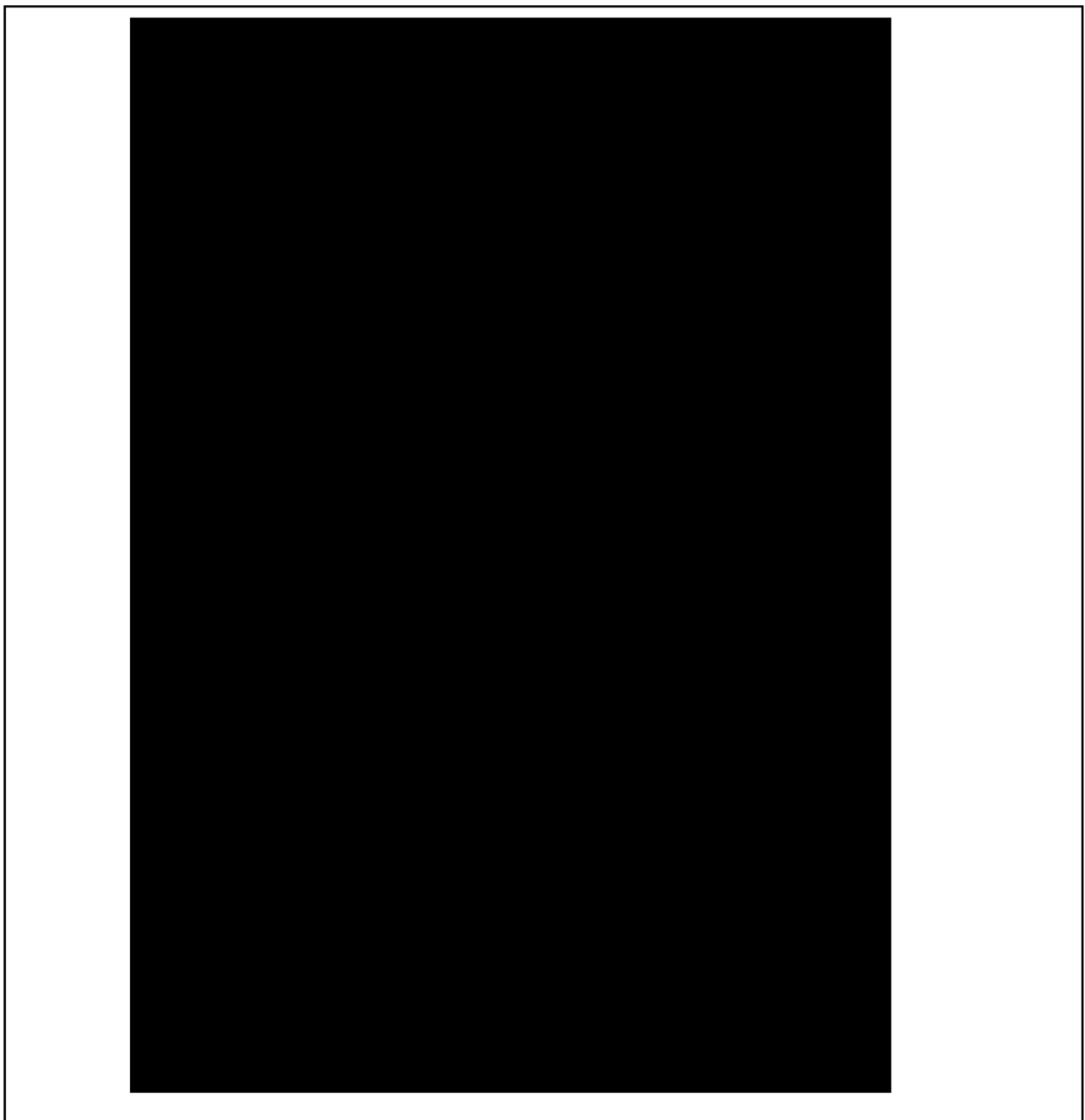
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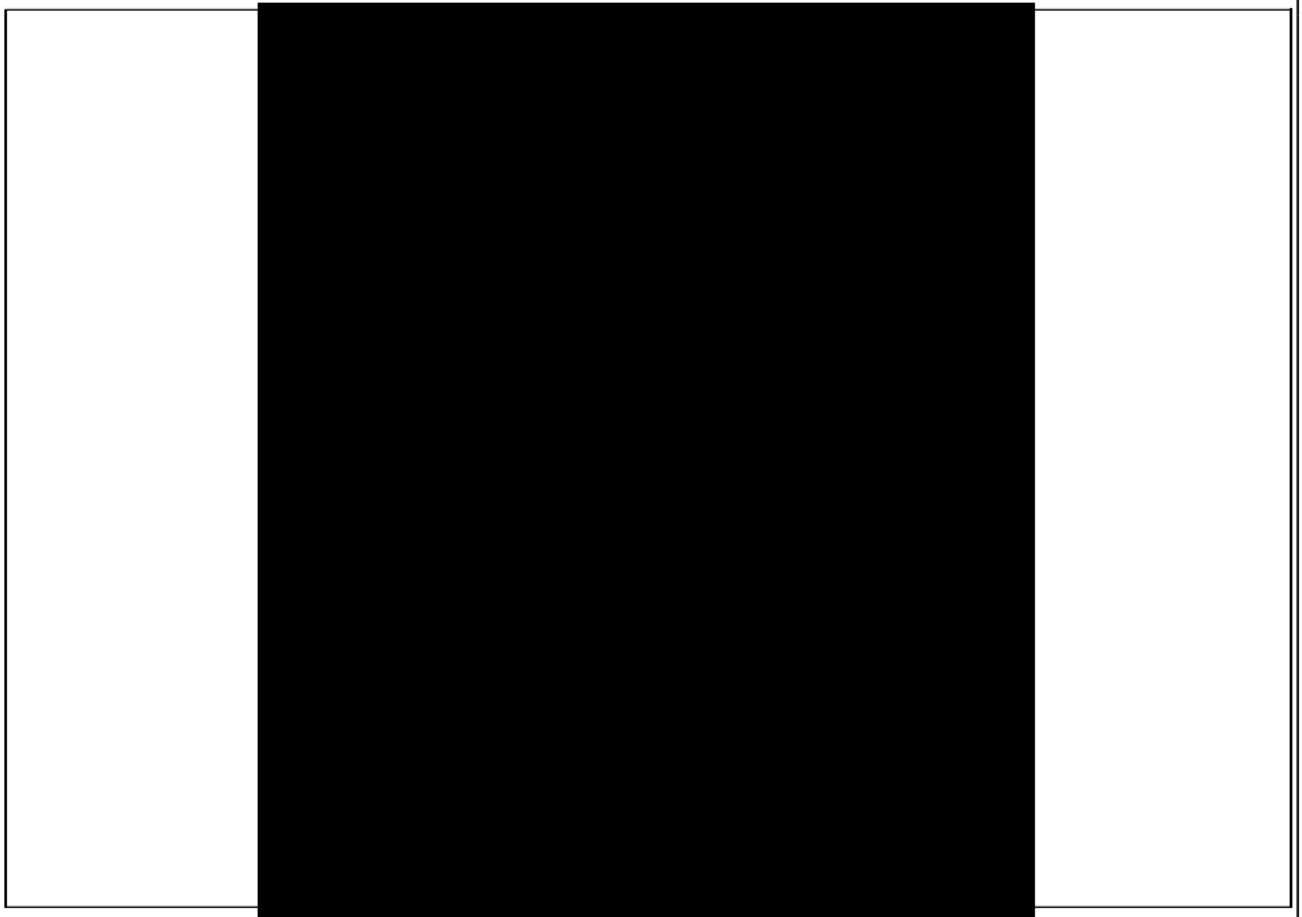
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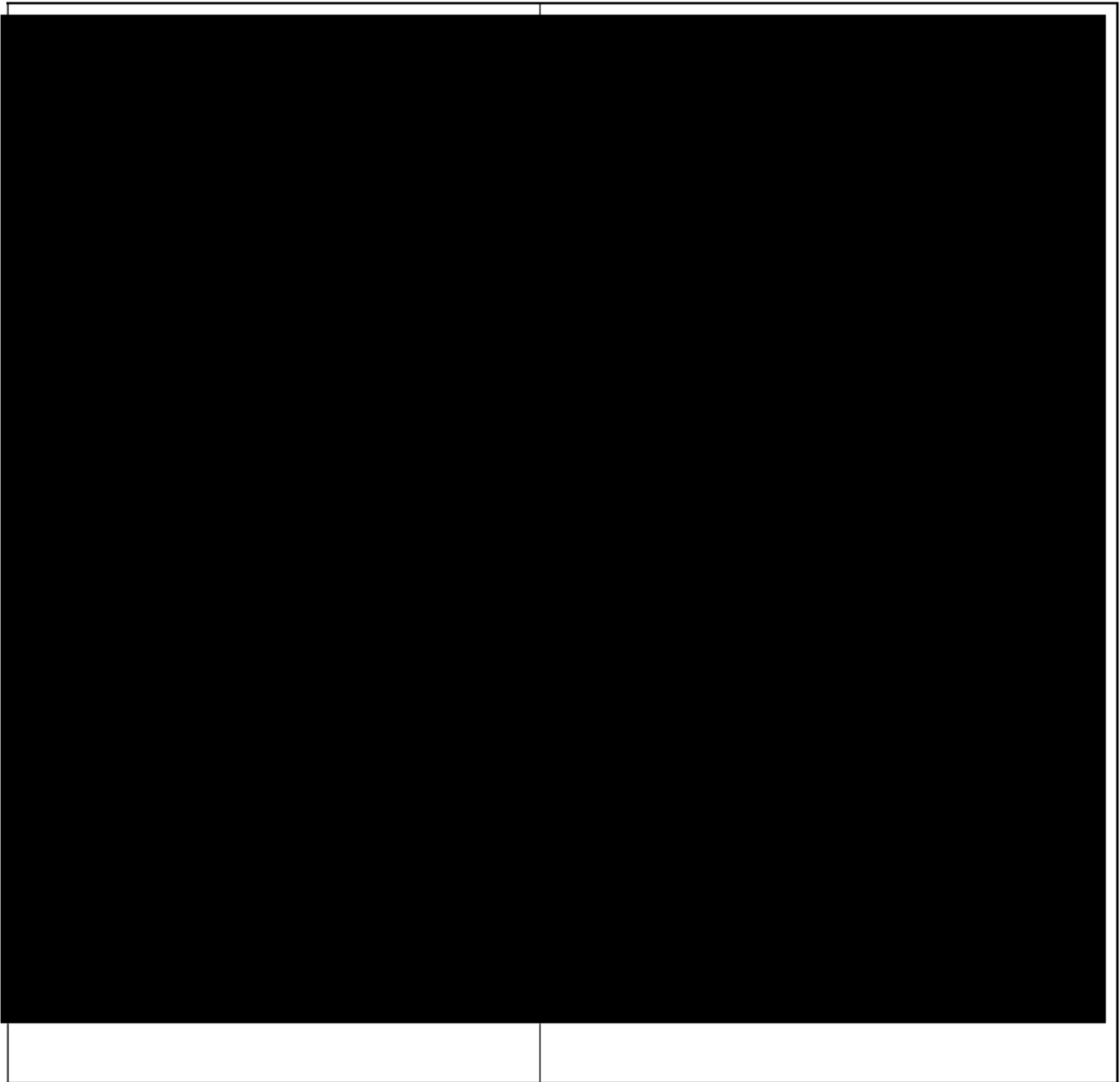
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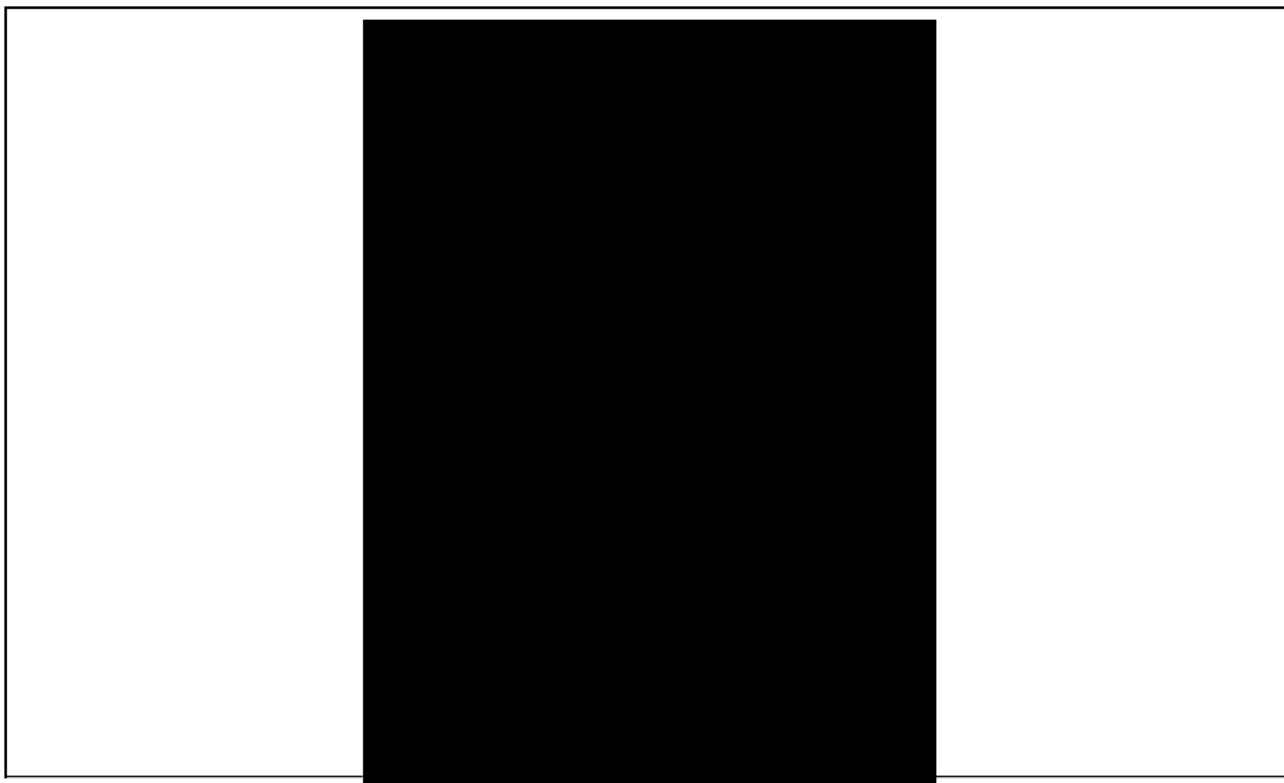


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17 [REDACTED], Defendants also promote, offer for sale, and sell the
18 Counterfeit Products. See examples below:
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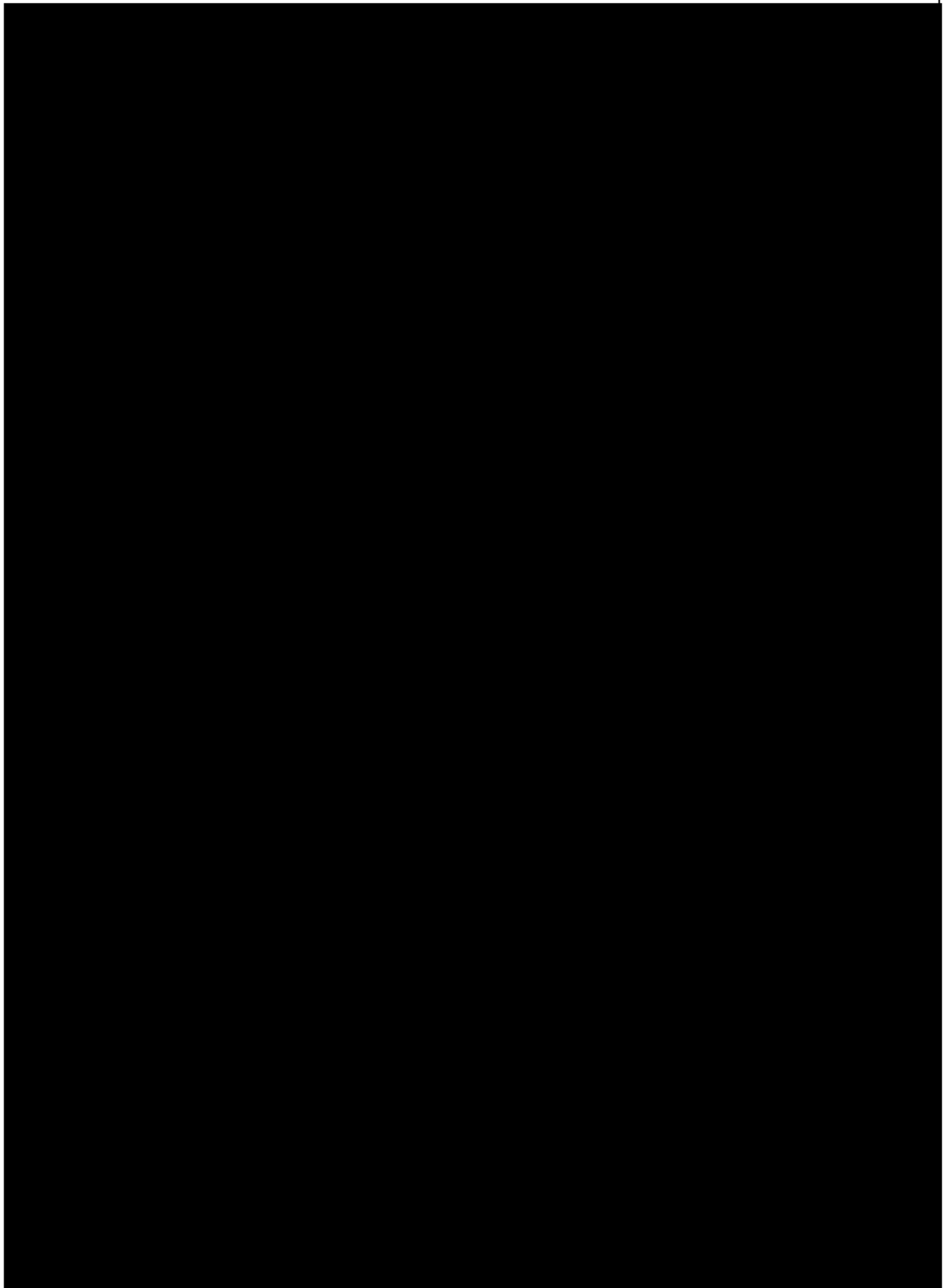
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32. An additional example of [REDACTED]

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1 33. Patagonia's investigation has revealed that Defendants [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 34. Patagonia is informed and believes that [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED] Patagonia's investigation [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED] Additionally, Patagonia is informed and believes that

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 35. Patagonia's investigation also revealed that [REDACTED]

22 [REDACTED]

23 [REDACTED] further evidencing their

24 conspiracy to engage in this counterfeiting scheme.

25 36. Because of the [REDACTED]

26 [REDACTED] tactics as described in this Complaint, Patagonia only

27 recently became aware of Defendants' counterfeiting operation.

28 37. Defendants engaged in the conduct described in this Complaint

1 willfully, intentionally, and/or maliciously. Defendants' counterfeiting scheme is
2 widespread and systematic. It utilizes [REDACTED]

3 [REDACTED] This permits Defendants to hide their illegal
4 commercial activities. [REDACTED]

5 [REDACTED]
6 [REDACTED] Patagonia is informed and
7 believes that Defendants conspire with [REDACTED]

8 [REDACTED] Under these
9 circumstances, Defendants could not have believed the counterfeits they were
10 selling and promoting were genuine Patagonia branded products.

11 38. Patagonia has not licensed, authorized, sponsored, endorsed, or
12 approved the Counterfeit Products Defendants have manufactured, distributed,
13 imported, promoted, offered for sale, and sold. Patagonia is not associated,
14 affiliated, or connected with Defendants, and has not licensed, authorized,
15 sponsored, endorsed, or approved Defendants' conduct in any way.

16 39. The Counterfeit Products are visually identical to and compete with
17 goods sold by Patagonia. The Counterfeit Products, however, are of a vastly inferior
18 quality to Patagonia's genuine products, causing further harm to Patagonia, its
19 reputation and goodwill, and the PATAGONIA trademarks.

20 40. Defendants' copying of Patagonia's copyrighted P-6 logo violates
21 Patagonia's rights in the design and has caused damage to Patagonia.

22 41. Defendants' wholesale copying of Patagonia's trademarks is likely to
23 deceive, confuse, and mislead actual and prospective consumers regarding the
24 source of the Counterfeit Products, including whether the Counterfeit Products are
25 genuine Patagonia products, and/or whether Patagonia has sponsored, authorized, or
26 is somehow affiliated with Defendants. Such consumers are likely to be deceived,
27 confused, and misled before, during and after purchase. Patagonia, consequently,
28 must protect its goodwill and famous trademarks by seeking an injunction against

1 Defendants' further promotion, distribution, offer, and sale of the Counterfeit
2 Products.

3 42. Patagonia's investigation revealed that Defendants, in furtherance of
4 their counterfeiting scheme, have sourced, marketed, and sold substantial quantities
5 of the Counterfeit Products, and have profited and continue to profit from such
6 sales.

7 43. Defendants' actions have caused and will cause Patagonia irreparable
8 harm for which money damages and other remedies are inadequate. Unless
9 Defendants are restrained by this Court, Defendants will continue expanding their
10 illegal activities and otherwise continue to cause irreparable damage and injury to
11 Patagonia by, among other things:

12 a. Depriving Patagonia of its statutory rights to use and control use
13 of its trademarks;

14 b. Creating a likelihood of confusion, mistake, and deception
15 among consumers and the trade as to the source of the Counterfeit Products;

16 c. Causing the public falsely to associate Patagonia with
17 Defendants and/or their Counterfeit Products;

18 d. Causing the public falsely to believe Patagonia has collaborated
19 with Defendants, entered a co-branding relationship with Defendants, or is otherwise
20 associated with Defendants and/or their Counterfeit Products;

21 e. Causing incalculable and irreparable damage to Patagonia's
22 goodwill and diluting the capacity of its famous PATAGONIA trademarks to
23 differentiate its products from those of its competitors;

24 f. Causing incalculable and irreparable damage to Patagonia's
25 licensing and collaboration programs, and to Patagonia's ability to control its
26 brand partnerships and to associate itself with entities who are specifically
27 aligned to Patagonia's company mission; and

28 g. Causing Patagonia to lose sales of its genuine PATAGONIA

1 products.

2 44. Accordingly, in addition to other relief, Patagonia is entitled to
3 injunctive relief against Defendants.

4 **FIRST CLAIM**

5 **FEDERAL TRADEMARK COUNTERFEITING**

6 **(15 U.S.C. §§ 1114–1117)**

7 45. Patagonia realleges and incorporates by reference each of the
8 allegations contained elsewhere in this Complaint.

9 46. Defendants have used in commerce marks that are identical to, or
10 substantially indistinguishable from, the federally registered PATAGONIA
11 trademarks, in connection with goods falling within the scope of Plaintiff's federal
12 registrations.

13 47. Defendants' actions demonstrate an intentional, willful, and malicious
14 intent to counterfeit the federally registered PATAGONIA trademarks in violation
15 of 15 U.S.C. § 1116(d).

16 48. Because Defendants have caused, and are likely to continue causing,
17 substantial injury to the public and to Patagonia for which Patagonia has no
18 adequate remedy at law; because this is an exceptional case; and as a direct and
19 proximate result of Defendants' conduct, Patagonia is entitled to Defendants'
20 unlawful profits and Patagonia's damages, and treble the amount of its damages and
21 Defendants' profits, and to an award of attorneys' fees under 15 U.S.C. § 1117(a),
22 or to statutory damages and reasonable attorneys' fees under 15 U.S.C. § 1117(c), as
23 well as seizure of the counterfeit goods under 15 U.S.C. § 1116, including seizure of
24 any labeling, documents, proceeds, and other materials related to production,
25 promotion, or sales of products bearing any mark or design identical to or
26 indistinguishable from the PATAGONIA trademarks.

27 49. Patagonia is entitled to injunctive relief pursuant to 15 U.S.C.
28 § 1116(a) that requires Defendants to stop promoting, distributing, offering, and

1 selling the Counterfeit Products, and any other mark or design similar to the
2 PATAGONIA trademarks.

3 **SECOND CLAIM**

4 **FEDERAL TRADEMARK INFRINGEMENT**

5 **(15 U.S.C. §§ 1114–1117)**

6 50. Patagonia realleges and incorporates by reference each of the
7 allegations contained elsewhere in this Complaint.

8 51. Defendants have used, in connection with the sale, offering for sale,
9 distribution, or advertising of their Counterfeit Products, words and symbols that
10 infringe upon Patagonia's PATAGONIA trademarks.

11 52. These acts of trademark infringement have been committed with the
12 intent to cause confusion, mistake, or deception, and are in violation of 15 U.S.C.
13 § 1114.

14 53. As a direct and proximate result of Defendants' conduct, Patagonia is
15 entitled to recover Defendants' unlawful profits and Patagonia's damages, and treble
16 the amount of its damages and Defendants' profits, and to an award of attorneys'
17 fees under 15 U.S.C. § 1117(a).

18 54. Patagonia is entitled to injunctive relief pursuant to 15 U.S.C.
19 § 1116(a) that requires Defendants to stop promoting, distributing, offering, and
20 selling the Counterfeit Products, and any other mark or design similar to the
21 PATAGONIA trademarks.

22 **THIRD CLAIM**

23 **FEDERAL UNFAIR COMPETITION**

24 **(False Designation of Origin and False Description – 15 U.S.C. § 1125(a))**

25 55. Patagonia realleges and incorporates by reference each of the
26 allegations contained elsewhere in this Complaint.

27 56. Defendants' conduct as alleged in this Complaint constitutes the use of
28 symbols or devices tending falsely to describe the Counterfeit Products, within the

1 meaning of 15 U.S.C. § 1125(a)(1). Defendants' conduct is likely to cause
2 confusion, mistake, or deception by or in the public as to the affiliation, connection,
3 association, origin, sponsorship, or approval of the Counterfeit Products to the
4 detriment of Patagonia and in violation of 15 U.S.C. § 1125(a)(1).

5 57. As a direct and proximate result of Defendants' conduct, Patagonia is
6 entitled to recover up to treble the amount of Defendants' unlawful profits and
7 Patagonia's damages, and an award of attorneys' fees under 15 U.S.C. § 1117(a).

8 58. Patagonia is entitled to injunctive relief pursuant to 15 U.S.C.
9 § 1116(a) that requires Defendants to stop promoting, distributing, offering, and
10 selling the Counterfeit Products, and using any other mark or design similar to the
11 PATAGONIA trademarks.

12 **FOURTH CLAIM**

13 **FEDERAL DILUTION OF FAMOUS MARKS**

14 **(Trademark Dilution Revision Act of 2006, 15 U.S.C. § 1125(c))**

15 59. Patagonia realleges and incorporates by reference each of the
16 allegations contained elsewhere in this Complaint.

17 60. Patagonia's PATAGONIA trademarks, including the PATAGONIA
18 mark and P-6 logo, are distinctive and famous within the meaning of the Trademark
19 Dilution Revision Act of 2006, 15 U.S.C. § 1125(c), and were famous prior to
20 Defendants' adoption of the Counterfeit Products.

21 61. Defendants' conduct is likely to cause dilution of Patagonia's
22 PATAGONIA trademarks by diminishing their distinctiveness in violation of the
23 Trademark Dilution Revision Act of 2006, 15 U.S.C. § 1125(c).

24 62. As a direct and proximate result of Defendants' conduct, Patagonia is
25 entitled to recover up to treble the amount of Defendants' unlawful profits and
26 Patagonia's damages, and an award of attorneys' fees under 15 U.S.C. §§ 1116(a),
27 1117(a), and 1125(c).

28 63. Patagonia is entitled to injunctive relief pursuant to 15 U.S.C.

1 §§ 1116(a) and 1125(c) that require Defendants to stop promoting, distributing,
2 offering, and selling the Counterfeit Products, and using any other mark or design
3 similar to the PATAGONIA trademarks.

4 **FIFTH CLAIM**

5 **FEDERAL COPYRIGHT INFRINGEMENT**

6 **(17 U.S.C. §§ 101, *et seq.*, and 17 U.S.C. §§ 501, *et seq.*)**

7 64. Patagonia realleges and incorporates by reference each of the
8 allegations contained elsewhere in this Complaint.

9 65. Patagonia owns the copyright in its P-6 logo, which is federally
10 registered and was registered prior to Defendants' copying.

11 66. Defendants have copied, advertised, offered for sale, and/or sold
12 substantially similar copies of the P-6 logo without Patagonia's authorization or
13 permission and in violation of Patagonia's exclusive rights in its copyright.

14 67. Defendants' unlawful reproduction, advertisement, distribution, and/or
15 sale of Patagonia's proprietary design constitutes copyright infringement. Patagonia
16 alleges that Defendants acted intentionally and in bad faith when they reproduced
17 Patagonia's copyrighted work (in identical or substantially similar form), and
18 advertised, distributed, displayed, and/or sold the Counterfeit Products.

19 68. Defendants' infringement alleged in this Complaint has caused and, if
20 not enjoined, will continue to cause Patagonia to suffer irreparable harm for which
21 there is no adequate remedy at law, and has also caused damage to Patagonia in an
22 amount which cannot be accurately computed at this time but will be proven at trial.

23 69. As a direct and proximate result of Defendants' conduct, Patagonia is
24 entitled to injunctive relief, as well as actual damages plus any profits earned by
25 Defendants as a result of their infringements, or statutory damages of up to
26 \$150,000 for each work infringed, at Patagonia's election, pursuant to 17 U.S.C.
27 § 504.

SIXTH CLAIM

TRADEMARK INFRINGEMENT AND UNFAIR COMPETITION

UNDER CALIFORNIA STATUTORY LAW

(Cal. Bus. & Prof. Code §§ 14200 *et seq.*; Cal. Bus. & Prof. Code § 17200 *et seq.*)

70. Patagonia realleges and incorporates by reference each of the allegations contained elsewhere in this Complaint.

71. Patagonia is the owner of numerous registrations for the PATAGONIA trademarks, as well as common law rights in those marks.

72. Defendants have infringed upon Patagonia's PATAGONIA trademarks without the consent of Patagonia and in connection with the sale, offering for sale, distribution, or advertising of their Counterfeit Products.

73. Defendants' infringement of Patagonia's PATAGONIA trademarks is likely to cause confusion, mistake, and deception as to the source of the origin of Defendants' offerings.

74. Defendants use the PATAGONIA trademarks to enhance the commercial value of Defendants' offerings.

75. Defendants' acts violate Patagonia's trademark rights under California Business & Professions Code §§ 14245 *et seq.*

76. Defendants' conduct as alleged in this Complaint also constitutes "unlawful, unfair or fraudulent business act[s] or practice[s] and unfair, deceptive, untrue or misleading advertising" within the meaning of California Business & Professions Code §§ 17200 *et seq.*

77. Patagonia is entitled to monetary damages and injunctive relief prohibiting Defendants from selling the Counterfeit Products, or any other products bearing a mark or design that is likely to be confused with the PATAGONIA trademarks.

78. Without injunctive relief, Patagonia has no means by which to control

1 the continuing injury to its reputation and goodwill or that of its PATAGONIA
2 trademarks. Patagonia has been and will continue to be irreparably harmed. No
3 amount of money damages can adequately compensate Patagonia if it loses the
4 ability to control its marks.

5 79. Because Defendants' actions have been committed willfully,
6 maliciously, and intentionally, Patagonia is entitled to treble the amount of
7 Defendants' unlawful profits and Patagonia's damages under California Business &
8 Professions Code § 14250.

9 80. Because Defendants' conduct has been undertaken willfully,
10 intentionally, and in reckless disregard of the possible injurious consequences,
11 Patagonia is entitled to exemplary or punitive damages under California Civil Code
12 § 3294.

13 **SEVENTH CLAIM**

14 **TRADEMARK DILUTION UNDER CALIFORNIA LAW**

15 **(Cal. Bus. & Prof. Code § 14247)**

16 81. Patagonia realleges and incorporates by reference each of the
17 allegations contained elsewhere in this Complaint.

18 82. Patagonia owns valid and protectable rights in its PATAGONIA
19 trademarks, including the PATAGONIA mark and P-6 logo.

20 83. The PATAGONIA trademarks—registered marks in the state of
21 California—are distinctive and famous within the meaning of the California Model
22 State Trademark Law and California Business & Professions Code § 14247, in that
23 it is a household brand in California, and were famous prior to Defendants' use of
24 the Counterfeit Products.

25 84. Defendants' acts are likely to dilute the distinctive quality of the
26 PATAGONIA trademarks. Defendants' acts therefore constitute trademark dilution
27 under California Business & Professions Code § 14247, the analogous statutes of
28 other states, and under California common law.

85. Patagonia is entitled to monetary damages and injunctive relief prohibiting Defendants from promoting, offering, or selling the Counterfeit Products, and using any other mark or design similar to the PATAGONIA trademarks. Without injunctive relief, Patagonia has no means by which to control the continuing dilution of the PATAGONIA trademarks. Patagonia has been and will continue to be irreparably harmed. No amount of money damages can adequately compensate Patagonia for such harm.

86. Because Defendants' actions have been committed willfully, maliciously, and intentionally, Patagonia is entitled to treble the amount of Defendants' unlawful profits and Patagonia's damages under California Business & Professions Code § 14250.

87. Because Defendants' conduct has been undertaken willfully, intentionally, and in reckless disregard of the possible injurious consequences, Patagonia is entitled to exemplary or punitive damages under California Civil Code § 3294.

EIGHTH CLAIM

TRADEMARK INFRINGEMENT UNDER CALIFORNIA COMMON LAW

88. Patagonia realleges and incorporates by reference each of the allegations contained elsewhere in this Complaint.

89. Patagonia owns valid and protectable rights in its PATAGONIA trademarks at common law.

90. Defendants' conduct is likely to cause confusion, to cause mistake, or to deceive as to the source of goods offered by Defendants, or as to affiliation, connection, association, sponsorship, or approval of such goods and services, and constitutes infringement of Patagonia's PATAGONIA trademarks at common law.

91. Defendants infringed Patagonia's PATAGONIA trademarks with knowledge and intent to cause confusion, mistake, or deception.

92. Defendants' conduct is aggravated by that kind of willfulness,

1 wantonness, malice, and conscious indifference to the rights and welfare of
2 Patagonia for which California law allows the imposition of exemplary damages.

3 93. As a direct and proximate result of Defendants' activities, Patagonia
4 has suffered substantial damage.

5 94. Unless restrained and enjoined, the conduct of Defendants will further
6 impair the value of the PATAGONIA trademarks and Patagonia's business
7 reputation and goodwill. Patagonia has no adequate remedy at law.

8 95. Patagonia is entitled to monetary damages and injunctive relief
9 prohibiting Defendants from promoting, offering, or selling the Counterfeit
10 Products, and using any other mark or design similar to the PATAGONIA
11 trademarks.

12 96. Without injunctive relief, Patagonia has no means by which to control
13 the continuing injury to its reputation and goodwill or that of its PATAGONIA
14 trademarks. Patagonia has been and will continue to be irreparably harmed. No
15 amount of money damages can adequately compensate Patagonia if it loses the
16 ability to control its marks.

17 97. Because Defendants' actions have been committed willfully,
18 maliciously, and intentionally, Patagonia is entitled to recover reasonable attorneys'
19 fees and compensatory and punitive damages (*see* Cal. Civ. Code § 3294).

20 **PRAYER FOR JUDGMENT**

21 WHEREFORE, Patagonia prays that this Court grant it the following relief:

22 1. Adjudge that Defendants have promoted, distributed, offered and sold
23 products bearing counterfeit reproductions of Patagonia's federally registered
24 trademarks;

25 2. Adjudge that Defendants have infringed the PATAGONIA trademarks
26 in violation of Patagonia's rights under 15 U.S.C. § 1114;

27 3. Adjudge that Defendants have infringed the PATAGONIA trademarks
28 in violation of California statutory law;

1 4. Adjudge that Defendants have infringed Patagonia's common law
2 rights in the PATAGONIA trademarks;

3 5. Adjudge that Defendants have competed unfairly with Patagonia in
4 violation of Patagonia's rights under 15 U.S.C. § 1125(a);

5 6. Adjudge that Defendants have competed unfairly with Patagonia in
6 violation of California statutory law;

7 7. Adjudge that Defendants' activities are likely to dilute Patagonia's
8 famous PATAGONIA trademarks in violation of Patagonia's rights under 15 U.S.C.
9 § 1125(c) and California law;

10 8. Adjudge that Defendants have infringed Patagonia's copyright rights in
11 its P-6 design;

12 9. Adjudge that Defendants' actions, as outlined in the preceding
13 paragraphs, have been willful, intentional, and conducted in reckless disregard of the
14 possible injurious consequences;

15 10. Adjudge that Defendants and their agents, employees, attorneys,
16 successors, assigns, affiliates, and joint venturers, and any person(s) in active
17 concert or participation with them, and/or any person(s) acting for, with, by, through
18 or under them, be enjoined and restrained at first during the pendency of this action
19 and thereafter permanently from:

20 a. Manufacturing, producing, sourcing, importing, selling, offering
21 for sale, distributing, advertising, or promoting any goods or services that display
22 any words or symbols that bear reproductions or so resemble the PATAGONIA
23 trademarks as to be likely to cause confusion, mistake, or deception, on or in
24 connection with any product that is not authorized by or for Patagonia, including,
25 without limitation, the Counterfeit Products.

26 b. Manufacturing, producing, sourcing, importing, selling, offering
27 for sale, distributing, advertising, or promoting any goods or services that display
28 any words or symbols that so resemble the PATAGONIA trademarks as to be likely

1 to cause confusion, mistake, or deception, on or in connection with any product that
2 is not authorized by or for Patagonia;

3 c. Using any word, term, name, symbol, device, or combination
4 that causes or is likely to cause confusion, mistake, or deception as to the affiliation
5 or association of Defendants or their products with Patagonia or its products, or as to
6 the origin of Defendants' goods, or any false designation of origin, false or
7 misleading description or representation of fact, or any false or misleading
8 advertising;

9 d. Further infringing the rights of Patagonia in and to its
10 PATAGONIA trademarks, or otherwise damaging Patagonia's goodwill or business
11 reputation;

12 e. Further diluting the famous PATAGONIA trademarks;

13 f. Otherwise competing unfairly with Patagonia in any manner;

14 g. Further infringing Patagonia's copyright rights in its P-6 logo
15 design, including by reproducing, distributing, or displaying such logo or any other
16 logo or design that is substantially similar to the P-6 logo; and

17 h. Continuing to perform in any manner whatsoever any of the
18 other acts complained of in this Complaint;

19 11. Adjudge that Defendants are prohibited from applying to register any
20 trademark or service mark which is likely to be confused with, or that dilutes the
21 distinctive quality of, Patagonia's PATAGONIA trademarks;

22 12. Adjudge that Defendants be required immediately to deliver to
23 Patagonia's counsel their entire inventory of counterfeit and infringing products,
24 including without limitation, patches and any other products, packaging, labeling,
25 advertising and promotional material, and all plates, patterns, molds, matrices, files,
26 data, and other material for producing or printing such items, that are in their
27 possession or subject to their control and that infringe Patagonia's trademarks as
28 alleged in this Complaint;

1 13. Adjudge that Defendants, within thirty (30) days after service of the
2 Court's judgment, be required to file with this Court and serve upon Patagonia's
3 counsel a written report under oath setting forth in detail the manner in which they
4 have complied with the judgment;

5 14. Adjudge that Patagonia recover from Defendants its damages and lost
6 profits, and Defendants' profits in an amount to be proven at trial;

7 15. Adjudge that Patagonia is entitled to recover statutory damages from
8 Defendants based on Defendants' willful counterfeiting;

9 16. Adjudge that Defendants be required to account for any profits that are
10 attributable to their illegal acts, and that Patagonia be awarded (1) Defendants'
11 profits and (2) all damages sustained by Patagonia, under 15 U.S.C. § 1117, plus
12 prejudgment interest;

13 17. Adjudge that the amounts awarded to Patagonia pursuant to 15 U.S.C.
14 § 1117 shall be trebled;

15 18. Adjudge that Patagonia recover from Defendants its damages based on
16 Defendants' copyright infringement, or statutory damages at Patagonia's election;

17 19. Adjudge that Patagonia recover punitive or exemplary damages from
18 Defendants based on Defendants' conduct done willfully, intentionally, and in
19 reckless disregard of its possible injurious consequences;

20 20. Order an accounting of and impose a constructive trust on all of
21 Defendants' funds and assets that arise out of its counterfeiting, infringing, and
22 dilutive activities;

23 21. Adjudge that Patagonia be awarded its costs and disbursements
24 incurred in connection with this action, including Patagonia's reasonable attorneys'
25 fees and investigative expenses; and

26 22. Adjudge that all such other relief be awarded to Patagonia as this Court
27 deems just and proper.
28

1 DATED: April 15, 2025

Respectfully submitted,

2 VERSO LAW GROUP LLP

3
4 By: /s/ Gregory S. Gilchrist
5 GREGORY S. GILCHRIST
6 RYAN BRICKER
7 SOPHY J. TABANDEH
8 PAYMANEH PARHAMI
9 KOURTNEY SPEER

10
11 Attorneys for Plaintiff
12 PATAGONIA, INC.
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DEMAND FOR JURY TRIAL

Patagonia, Inc. demands that this action be tried to a jury.

DATED: April 15, 2025

Respectfully submitted,

VERSO LAW GROUP LLP

By: /s/ Gregory S. Gilchrist

GREGORY S. GILCHRIST

RYAN BRICKER

SOPHY J. TABANDEH

PAYMANEH PARHAMI

KOURTNEY SPEER

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PATAGONIA, INC.